

CONDITIONS OF SALE

The conditions of sale of real estate of **LYDIA STOREY**, to be held on Saturday, February 24, 2024, at the hereinafter described premises in the Township of Lower Mahanoy, County of Northumberland and Commonwealth of Pennsylvania, are as follows:

1. The total real estate to be sold consists of approximately 1.037 acres and is municipally numbered and designated 220 Shaffer Road, Dalmatia, Pennsylvania, and further identified as Tax Parcel No. 029-00-106-040-B.
2. The highest approved bidder(s) may be declared by the auctioneer to be the purchaser(s), but the seller reserves the right to reject any and all bids. There is a reserve on the property.
3. The parcel will be sold as is, and without any warranty or guarantee except that the deed will contain the usual covenants of a special warranty.
4. The parcel is to be sold and offered for sale free and discharged of any lien or liens entered, or liens by process of law, with the County and Township taxes to be apportioned on a calendar year basis, and School taxes to be apportioned on a fiscal year basis between the seller and the purchaser(s) as of the date of settlement. Sewer rentals, if any, shall also be prorated to the date of settlement.
5. The purchaser(s) of the real estate offered for sale must assure himself, herself, or themselves as to easements, encroachments, or any matter affecting the title or enjoyment of the property and, as bidders and purchasers, must assume and undertake

to comply therewith or conform thereto.

6. In the event of any dispute regarding the bids, the property offered shall, at the discretion of the seller, be immediately offered for resale.

7. The person or persons to whom the property described herein is struck down must immediately, upon their being struck down, deposit with the seller cash or a certified check or checks acceptable to the seller, to the order of Beiler-Campbell Auction Services in the amount of \$15,000.00.

The seller reserves the right to be the sole judge of accepting or rejecting the checks offered. The person or persons to whom the real estate is struck down must also sign an agreement in the form hereto attached and made a part of these conditions for the faithful compliance in all respects with the conditions of sale and for the payment of the balance in cash on or before April 16, 2024, or within such time as the seller may allow. Upon execution of said conditions, the same shall be deemed a legally binding agreement of sale.

8. The real estate, after being struck down and until the delivery of the deed therefore, will be held by the seller and the seller reserves the right to use and enjoy the said property and the rents, issues and profits therefrom during that period, at the seller's risk of loss by fire or otherwise.

9. A Special Warranty deed for the real estate will be executed and tendered to the purchaser or purchasers on or before April 16, 2024, or within such time as the parties may agree from the date when the property is finally struck down and will be

delivered upon the payment of the balance of the purchase price.

10. Possession of the real estate offered for sale will be delivered at the date of settlement.

11. Realty transfer taxes are to be paid solely by purchaser(s).

12. In the event of the default of the purchaser(s) of said parcel of real estate in respect to any of the terms of these conditions, the deposit of the purchase money previously set forth shall be forfeited to the seller as damages fairly liquidated and ascertained for the breach hereof, and the seller shall have the right to offer said real estate again for sale without any liability to the purchaser or purchasers for any surplus received. In the event the seller cannot deliver a good and marketable title to the property, free and clear of all encumbrances, on or before April 16, 2024, or any such other time agreed upon from the date the property is finally struck down, the deposit money shall be returned to the purchaser whereupon these conditions of sale and agreement shall become null and void. The term "encumbrance" does not include any zoning restrictions or issues in connection therewith.

13. Purchaser has inspected this property. Purchaser is agreeable to accepting the property "as is" and with all faults and further waives any and all rights to pursue any action under the Pennsylvania Seller Disclosure Act and all other causes of action for the condition of the property, known or unknown, in exchange for the purchase price.

Lydia G. Storey

AGREEMENT OF SALE

I/We, the undersigned, hereby acknowledge that I/we have become the purchaser of 220 Shaffer Road, Dalmatia, PA 17017 for the sum of _____ (\$ _____) Dollars, subject to the above conditions which I/We agree to comply.

I/We further acknowledge receipt of a duplicate copy of these Conditions of Sale which are hereby accepted as a legally binding Agreement of Sale. I/We also acknowledge receipt of a copy of the Seller’s Property Disclosure Statement and Lead Information Booklet.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this 24th day of February, 2024.

Signed, Sealed and Delivered
In the Presence Of:

| | |
|--|---------|
| | Name |
| | Address |
| | Name |
| | Address |

RECEIPT

The receipt of \$ _____ is hereby acknowledged.

Lydia G. Storey